

AG Contract No. KR00-0380TRN
ADOT ECS File No. JPA 00-37
Project No : RAM 600-7-507
TRACS No : H 5150 01C
Project: Country Club Way Underpass

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF CHANDLER

THIS AGREEMENT is entered into 29 November, 2000, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF CHANDLER, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401, to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The west half of the Santan/Price System Traffic Interchange (the "Project") is currently under design by the State following the concept documented in the Santan Freeway General Plan (the "General Plan"), and includes the construction of an underpass at the future alignment of Country Club Way as well as connector roads from Country Club Way to McClintock Drive, currently scheduled to start construction by April of 2002.

4. Incident to the Santan/Price System Traffic Interchange, the City requests the State change the General Plan location and alignment of the underpass at the future alignment of the Country Club Way to allow for a buffer of at least 100 feet between Country Club Way and the Hearthstone subdivision north of the Santan Freeway, (the "Change").

NO 24338

Filed with the Secretary of State

Date Filed: 11/29/00

Betsy Gayles
Secretary of State

By Vicky J. Gruenewald

5. The State's construction of the Project will include the relocation / installation of City utilities. It is understood that the State is acting as a third party on behalf of the City, administering construction of the City's facilities. At no time is the State to be considered the owner of, operator of, or locator for the City's facilities.

6. The Change requires the redesign of the future alignment at Country Club Way, additional right of way (in addition to the existing State right of way required for the Santan/Price System Traffic Interchange), as shown on Exhibit "1", attached hereto and made a part hereof, as well as the following:

- redesign of a portion of the East Collector Channel (the "Channel"), for which the State has paid its consultant \$6,933.00 (actual cost); and
- increased cost of construction of the Channel, the Country Club Way Underpass and the Connector Roads, estimated at \$82,300.00, as shown on Exhibit "2", attached hereto and made a part hereof.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. Scope of Work

1. The State will:

a. Upon execution of this agreement, invoice the City \$89,133.00 for the estimated costs incurred as a result of the Change.

b. Prepare plans and documentation for the redesign of those features of the Project affected by the Change.

c. Process a change order for the construction of the Channel project and allow the City five (5) working days for review and comment of the change order. Incorporate the City's comments as appropriate.

d. Call for bids for construction of the Project. Under the direction of the State's Project Manager (PM), calculate the additional costs to the Project using the difference between the quantities from the General Plan Cost Estimate (attached hereto and made a part hereof as Exhibit "3"), and the actual bid quantities and unit prices in the Project bid schedule. Invoice the City the resulting amount of said difference upon award of the Project, by the State Transportation Board.

e. Upon receipt of estimated funds from the City and concurrence from the State Transportation Board, award one or more construction contracts to accomplish the Project, administer same and make all payments to the contractor. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

g. Upon completion of the work associated with the change order, invoice or reimburse the City for the actual costs incurred by the State. Approve and accept the Project on behalf of the parties hereto, and provide maintenance inside State's control of access.

2. The City will:

a. Upon execution of this agreement, and receipt of an invoice from the State, remit 89,133.00 the estimated costs incurred for the above referenced redesign and construction costs resulting from the Change.

b. Review design plans, specifications and other such documents and services required for the redesign of those features affected by the Change and provide comments within 10 working days of receipt from the State.

c. Upon receipt of a change order for the construction of the Channel project review the change order, provide comments within 5 working days from receipt. The City will be responsible for actual costs associated with the change order.

d. Remit to the State within 15 days upon receipt of an invoice, the estimated amount resulting from said difference referenced in II.1.d. above, for additional costs to the Project.

e. Acquire and dedicate to the Project the additional right of way needed for construction as a result of the Change, as shown in Exhibit 1, at least 30 calendar days in advance to advertisement for bids as specified in the design schedule of the Project.

f. Upon completion of the Project, if necessary, reimburse the State for the actual costs incurred by the State to accomplish the Project, and provide maintenance outside the State's control of access. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the City.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and payments; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the construction of those features affected by the Change and award of the Project, upon thirty (30) days written notice to the other party. Should the City cancel the agreement, it is understood and agreed to by the parties, the City will be responsible for all costs incurred by the State up to the time of cancellation.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 S. 17th Avenue - 616E1
Phoenix, AZ 85007

City of Chandler
City Manager
25 S. Arizona Place #30
Chandler, AZ 85225

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

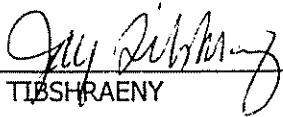
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF CHANDLER

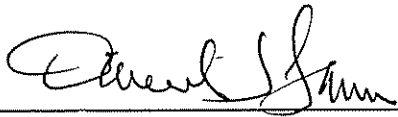
STATE OF ARIZONA

Department of Transportation

By


JAY TISHRAENY
Mayor

By


DANIEL S. LANCE, P.E.
Deputy State Engineer

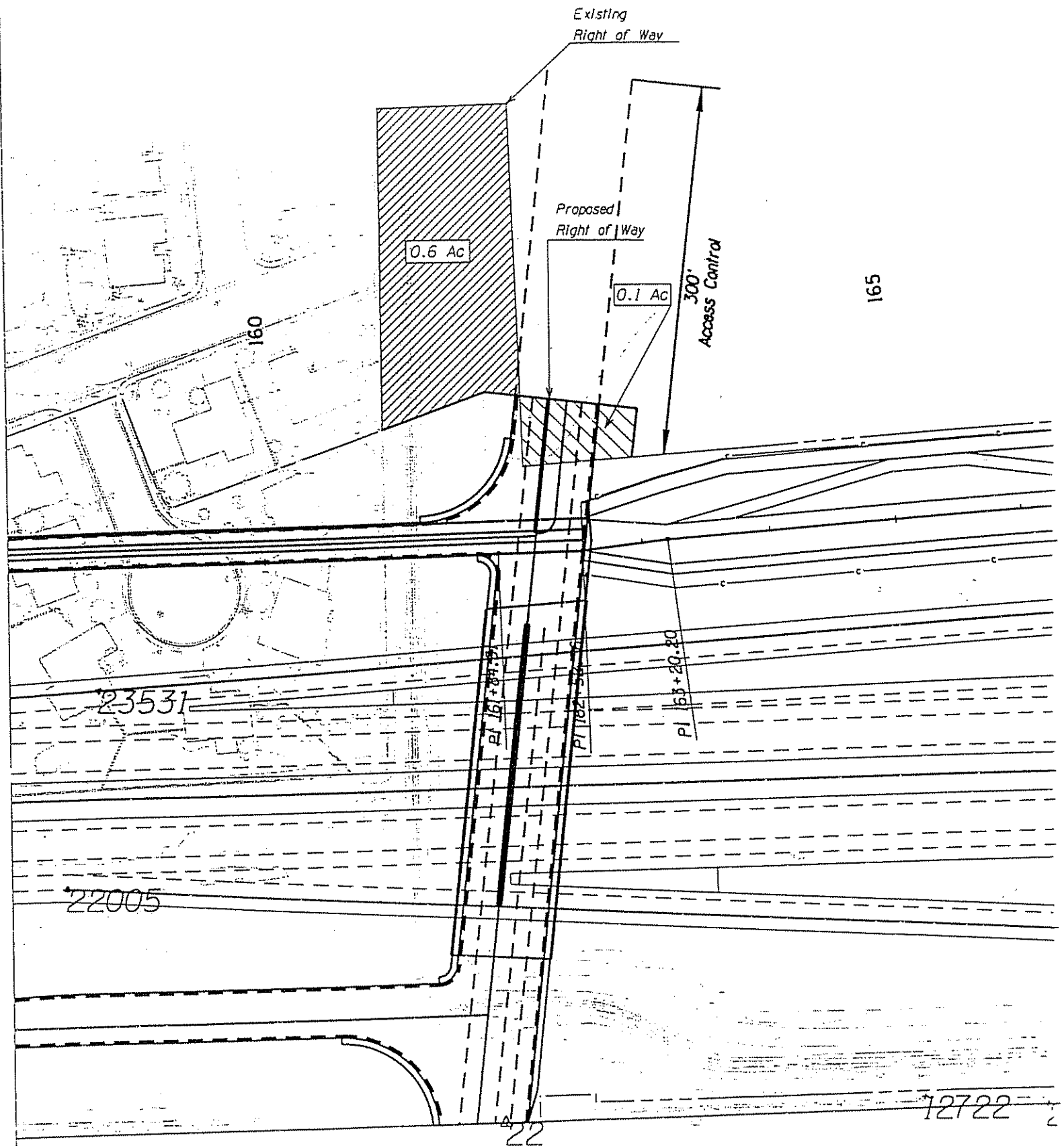
ATTEST:

By


CAROLYN DUNN
City Clerk

00-037.doc
25May2000
07Jun2000

EXHIBIT 1





Daniel, Mann, Johnson, & Mendenhall
 300 West Clarendon Avenue, Suite 325
 Phoenix, Arizona 85013-3499
 Telephone: 602/277-1074
 Fax: 602/241-0721

REGIONAL FREEWAY SYSTEM ADOT GENERAL CONSULTANT

memorandum

Dn: 5738
 Fn: 500.5.3, 600

Date: January 21, 2000
 May 4, 2000 (Revised)

To: File

From: Paul Waung

Re: Proposed Realignment of Country Club Way

The following would be impacted if Country Club Way is realigned (to the east) to provide the 100' setback to the Hearthstone subdivision.

1. Roadway.

The eastbound and westbound connector roads between Country Club Way and McClintock Drive would have to be extended by approximately 80'.

Estimated additional cost:-

| | |
|---------------------------|---------|
| Asphalt Concrete Pavement | \$6,300 |
| Curb | \$2,800 |

2. Drainage.

The Santan Box Culvert would have to be extended to the east and the open channel section would be shortened proportionally.

Estimated additional cost:-

| | |
|---------------------------|------------|
| Box Culvert Section | \$30,400 |
| Less Open Channel Section | (\$13,200) |
| Box Culvert Redesign | \$6,900 |
| Chain Link Fence | (\$900) |

3. Structures.

The Country Club Way structure would have to be lengthened at the new location.

Estimated additional cost:-

| | |
|--------|----------|
| Bridge | \$50,000 |
|--------|----------|

The total estimated additional cost is \$82,300 excluding the well site relocation.

PW/jl

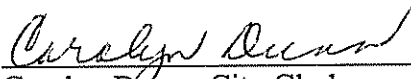


Chandler • Arizona
Where Values Make The Difference

CERTIFICATION

I, Carolyn Dunn, the duly appointed and acting City Clerk of the City of Chandler, Arizona, do hereby certify that the attached pages entitled Resolution #3274 and "Minutes of the Regular Meeting, Chandler City Council, Thursday, June 22, 2000, page 6, approved by the City Council at the regular meeting held on July 10, 2000 is part of the official document of record on file in the office of the City Clerk.





Carolyn Dunn, City Clerk



CONCEPTUAL COST ESTIMATE

STRUCTURE NAME: COUNTRY CLUP WAY U.P.
 LOCATION: SANTAN FREEWAY
 DOBSON ROAD TO 56TH ST.
 SEGMENT DESIGNATION: 22
 STRUCTURE TYPE: CAST-IN-PLACE, POST-TENSIONED
 CONCRETE BOX GIRDER BRIDGE

| ITEM NO. | ITEM DESCRIPTION | UNIT | QUAN. | UNIT PRICE | AMOUNT |
|----------|--|--------|---------|--------------|--------------|
| 2030501 | STRUCTURAL EXCAVATION | CU YD | 1,130 | \$8.30 | \$9,379.00 |
| 2030506 | STRUCTURE BACKFILL | CU YD | 1,151 | \$14.70 | \$16,919.70 |
| 6010002 | STRUCTURAL CONCRETE (F _c = 3,000 PSI) | CU YD | 624 | \$150.00 | \$93,600.00 |
| 6010003 | STRUCTURAL CONCRETE (F _c = 3,500 PSI) | CU YD | 672 | \$180.00 | \$120,960.00 |
| 6010005 | STRUCTURAL CONCRETE (F _c = 4,500 PSI) | CU YD | 2,125 | \$190.00 | \$403,750.00 |
| 6015101 | VERTICAL RESTRAINER | EACH | 0 | \$100.00 | \$0.00 |
| 6020001 | PRESTRESSING CAST-IN-PLACE CONC | L. SUM | 1 | \$110,000.00 | \$110,000.00 |
| 6050002 | REINFORCING STEEL | LB | 601,301 | \$0.34 | \$204,442.34 |
| 6090036 | DRILLED SHAFT FOUNDATION (36") | L FT | 1,560 | \$100.00 | \$156,000.00 |
| 6130301 | DECK JOINT ASSEMBLY (COMPRESSION SEAL, RJ-4) | L FT | 194 | \$85.00 | \$16,490.00 |
| 9020003 | CHAIN LINK FENCE (FOR STRUCTURE) | L FT | 669 | \$25.00 | \$16,725.00 |
| 9210007 | SLOPE PAVING EXPOSED AGGREGATE | SQ YD | 1,011 | \$22.00 | \$22,242.00 |

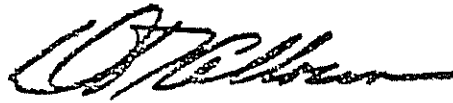
LENGTH = 291.00 FT
 WIDTH = 96.83 FT
 AREA = 28,178.50 SF

| | |
|-------------------|----------------|
| SUB-TOTAL = | \$1,270,508.04 |
| 10% CONTINGENCY = | \$127,050.80 |
| TOTAL = | \$1,397,558.84 |
| TOTAL COST/SF = | \$56.9 |

RESOLUTION

BE IT RESOLVED on this 8th day of March 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Chandler, for the purpose of defining responsibilities for the redesign of the future alignment at Country Club Way, the redesign of a portion of the East Collector Channel (the "Channel"), the design of a 36" city water line, the relocation of conduit under the Channel, additional right of way, (in addition to the existing State right of way required for the Santan/Price System Traffic Interchange) and funding increased cost of construction of the Channel, the Country Club Way underpass and the connector roads, incident to the Santan/Price System Traffic.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.



DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group

for MARY E. PETERS, Director

RESOLUTION NO. 3274

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR FUNDING THE REALIGNMENT OF THE COUNTRY CLUB WAY BRIDGE OVER THE SANTAN FREEWAY

WHEREAS, the City of Chandler desires to have the design for the planned Country Club Way bridge over the Santan Freeway realigned to the east to maintain a 100' buffer between the roadway and residential neighborhoods to the west; and

WHEREAS, this realignment will necessitate additional design and construction costs for the Santan Freeway project; and

WHEREAS, the City of Chandler has an agreement with the Chandler Fashion Center developer to finance these additional costs and dedicate the necessary right-of-way; and

WHEREAS, the Arizona Department of Transportation (ADOT) requires an agreement with a local government entity, in this case the City of Chandler, to provide funding for the additional design and construction costs related to realigning the Country Club Way bridge;

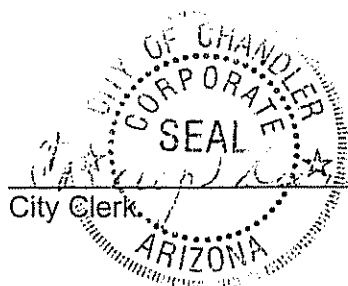
NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

Section 1: That the Intergovernmental Agreement is substantially the form attached hereto, is hereby approved; and

Section 2: That the Mayor of the City of Chandler is hereby authorized to execute said Agreement.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this 22nd day of June 2000.

ATTEST:



Mayor

for capital expenditures before bonds are sold and allow payment of expenditures from proceeds of the bond sale. Under Treasure Regulation Section 1.150-2, the official intent of the city to reimburse the capital expenditures made in connection with a specific project(s) must be declared not later than sixty days after payment of the expenditure(s) to be reimbursed.

13. IGA/ADOT: Realignment of Country Club Way Bridge

Resolution #3274

ADOPTED Resolution #3274 providing intergovernmental agreement with ADOT for funding the realignment of Country Club Way Bridge over the SanTan Freeway at an estimated cost to the City of \$89,133. Development of the Chandler Fashion Center includes a stipulation for a 100' buffer between the western access road and the residential neighborhood to the west of the mall site. The access road connects to the planned bridge over the SanTan Freeway. Redesign of the bridge alignment and other additional changes are estimated to total \$89,133. ADOT will make the change provided that ADOT does not bear any additional costs. As part of the Development Agreement, Westcor will pay for all costs associated with realigning the bridge and will dedicate any additional right of way that may be needed. Since ADOT cannot enter into funding agreements directly with private developers, the City will pay ADOT as invoiced for actual costs and then invoice Westcor for full reimbursement.

14. DEVELOPMENT AGREEMENT/USE PERMIT: Bright Horizons Resolution #3275

ADOPTED Resolution #3275, subject to conditions as recommended by the Planning and Zoning Commission and Staff, to provide a development agreement with Bright Horizons Children's Centers, Inc. (Applicant Chris Doran, Archicon, LLC) to construct and operate a child care center within a PCO District on approximately 2 acres located at 1121 West Ray Road. Also approved a Use Permit to Bright Horizons Family Solutions (PL99-140) to operate Bright Horizons Family Solutions, a national provider of employer-sponsored child care services primarily located to serve the childcare needs of nearby Motorola employees. The project had received additional input and direction from the Design Review Committee.

15. DEVELOPMENT AGREEMENT/PLAN: Chandler Freeways Business Park Resolution #3276

ADOPTED Resolution #3276 to provide a development agreement with Ryan Companies, to insure payment of fees adequate to provide infrastructure required as a result of impacts from the development of PDP00/0006 Chandler Freeways Business Park at the NEC of 56th Street and the Pecos Road alignment. At the Study Session discussion was held concerning signage that resulted in revisions to Stipulation #12 in the original memorandum.

Also, approved the Preliminary Development Plan, subject to stipulations as recommended by the Planning and Zoning Commission and staff, for this industrial business park on approximately 60-acres. The Plan shows nine buildings varying from 32,000 to 198,000 with ground floor areas totaling approximately 860,000 square feet to accommodate employment-based uses including high-tech, manufacturing and distribution warehousing and offices. Construction of Phase I is expected to be completed by January 2001 and development of at least one building within Phase II within two years of Phase I, close to the opening date of the SanTan freeway.

JPA 00-37

APPROVAL OF THE CITY OF CHANDLER ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF CHANDLER and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement

DATED this 18th day of September, 2000

Dennis M. O'Neill

City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

JANET NAPOLITANO
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX. AZ. 85007-2926

TRN Main: (602) 542-1680

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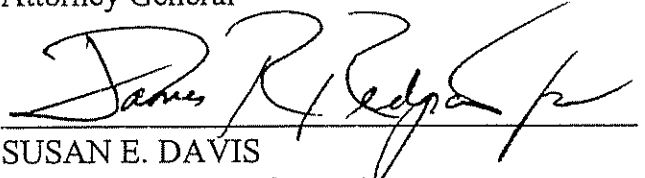
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR00-0380TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED November 22, 2000.

JANET NAPOLITANO
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:et/657052

Enc.